

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JOSEPH D. MATEER, et al.,	:	
Plaintiffs,	:	
	:	22 Civ. 740 (LGS)
-against-	:	
	:	<u>ORDER</u>
PELOTON INTERACTIVE, INC.,	:	
Defendant.	:	
-----X	:	

LORNA G. SCHOFIELD, District Judge:

WHEREAS, a pre-motion conference was held in this action on May 25, 2022 concerning Plaintiffs’ pre-motion letter for conditional certification of a collective action pursuant to the federal Fair Labor Standards Act (“FLSA”);

WHEREAS, on May 31, 2022, Defendant informed the Court “that Peloton will stipulate to conditional certification of an FLSA collective, reserving all of its rights to object to any final certification under the more rigorous standard that applies at that stage.” [Dkt. 42];

WHEREAS, on June 28, 2022, Defendant produced a confidential spreadsheet containing contact information for the putative FLSA collective members;

WHEREAS, the parties conferred on June 8 and July 5, 2022, regarding a proposed Notice to the stipulated FLSA Collective and Consent to Join Form, and reached an agreement concerning the proposed Notice, Consent to Join Form, and manner of distribution;

NOW THEREFORE, for good cause shown, IT IS HEREBY ORDERED:

That the Parties’ Proposed Notice to the FLSA Collective is approved once it is amended to remove any reference to Judge Lorna G. Schofield;

That the Consent to Join Form is approved;

That notice shall be distributed according to the following plan:

A. *Persons Covered.* The notice shall be distributed to the following persons:

All current and former Peloton Employees who worked in the following roles at any time since January 27, 2019: Showroom Employees who worked in the following roles: Sales Associates, Sales Professionals, Sales Specialists, and Assistant Showroom Managers. Inside Sales Employees who worked in the following roles: Account Executives, Account Associate, Account Associate Lead, Team Lead, Inside Sales, and Supervisor, Inside Sales.

B. *Manner of Distribution.* The notice shall be administered by Plaintiffs' Counsel, or a third-party administrator at their discretion, and distributed via U.S. Mail, email, text message, within fifteen days following the effective date of this Order, for a period of time to run for sixty days from the fifteenth day following the effective date of this Order. Notice will be issued by utilizing the contact information provided to the Plaintiffs by the Defendant. A reminder notice may be sent thirty days after the initial notice period begins if deemed appropriate by Plaintiffs' counsel. Any reminder notice is to be distributed in the same manner as the initial notice. The administration and distribution of the notices by Plaintiffs' Counsel is without prejudice to recouping their time or costs in doing so in subsequent phases of this litigation.

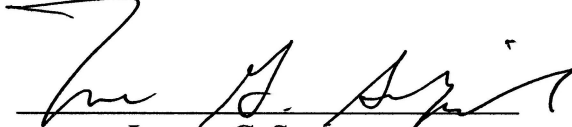
C. *Right to Cure.* Consent forms filed by or on behalf of potential opt-in plaintiffs containing technical defects shall be curable outside of the sixty day notice period provided that the original consent form was timely filed. Consent forms filed after the close of the sixty day opt-in period shall be deemed timely filed so long as the consent forms were sent during the sixty day opt-in period.

D. *Electronic Signatures.* The Parties have agreed, and the Court approves of the use of electronic signatures on opt-in consent forms consistent with the practice of attorney

signatures for documents submitted in accordance with the Court's Electronic Case Files (ECF) system.

It is so Ordered.

Dated: July 13, 2022
New York, New York



LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE